

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blue Martini Software, Inc.		05/13/2005	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78241530	LEAN SELLING
Serial Number:	78241526	LEAN SELLING
Registration Number:	2425596	BLUE MARTINI SOFTWARE
Registration Number:	2519772	BLUE MARTINI
Registration Number:	2527935	BLUE MARTINI S O F T W A R E
Registration Number:	2547719	BLUE MARTINI

## CORRESPONDENCE DATA

Fax Number: (202)728-0744

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Thomson &amp; Thomson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

900028973

TRADEMARK  
REEL: 003128 FRAME: 0264

CH \$165.00 78241530

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:

CHRISTINE WILSON

Signature:

/CHRISTINE WILSON/

Date:

07/26/2005

Total Attachments: 11

source=blue martini - wells fargo#page1.tif  
source=blue martini - wells fargo#page2.tif  
source=blue martini - wells fargo#page3.tif  
source=blue martini - wells fargo#page4.tif  
source=blue martini - wells fargo#page5.tif  
source=blue martini - wells fargo#page6.tif  
source=blue martini - wells fargo#page7.tif  
source=blue martini - wells fargo#page8.tif  
source=blue martini - wells fargo#page9.tif  
source=blue martini - wells fargo#page10.tif  
source=blue martini - wells fargo#page11.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13<sup>th</sup> day of May, 2005, between BMS MERGER CORPORATION, a Delaware corporation ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Multi-Channel Holdings, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof as borrowers (such Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of May 13, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

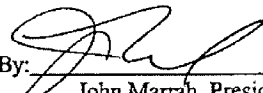
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BMS MERGER CORPORATION,**  
a Delaware corporation  
(which immediately upon the consummation  
of the Blue Martini Merger, shall be known  
as Blue Martini Software, Inc.)

By:   
John Marrah, President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,  
as Agent

By: C. MacDonald  
Name: Cheri MacDonald  
Title: V.P.

S-2  
Trademark Security Agreement  
(Blue Martini Software, Inc.)

TRADEMARK  
REEL: 003128 FRAME: 0269

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

(This disclosure applies only upon consummation of the Blue Martini Merger.)

COUNTRY	MARK	STATUS	APP/REG NO.	APP/REG DATE	RECORD OWNER
US	LEAN SELLING	Pending Intent to Use	78/241,530	4/24/03	Blue Martini Software Inc.
US	LEAN SELLING	Pending Intent to Use	78/241,526	4/24/03	Blue Martini Software Inc.
US	BLUE MARTINI SOFTWARE	Registered	2,425,596	1/30/01	Blue Martini Software Inc.
US	BLUE MARTINI	Registered	2,519,772	12/18/01	Blue Martini Software Inc.
US	BLUE MARTINI SOFTWARE & Design	Registered	2,527,935	1/8/02	Blue Martini Software Inc.
US	BLUE MARTINI	Registered	2,547,719	3/12/02	Blue Martini Software Inc.
Chile	BLUE MARTINI	Registered	598.677	6/29/01	Blue Martini Software Inc.
Chile	BLUE MARTINI	Registered	598.678	Registered 6/29/01	Blue Martini Software Inc.
China	BLUE MARTINI	Registered	1678426	12/7/01	Blue Martini Software Inc.
China	BLUE MARTINI	Registered	1739779	3/28/02	Blue Martini Software Inc.
European Union	BLUE MARTINI	Registered	1159292	5/1/99	Blue Martini Software Inc.
European Union	LEAN SELLING	Pending	3443348	10/24/03	Blue Martini Software Inc.
Germany	BLUE MARTINI	Registered	399 25 566	5/3/99	Blue Martini Software Inc.
Hong Kong	BLUE MARTINI	Registered	12053/2001	9/27/00	Blue Martini Software Inc.
Hong Kong	BLUE MARTINI	Registered	13104/2002	9/27/00	Blue Martini Software Inc.
India	BLUE MARTINI	Pending	961781	10/6/00	Blue Martini Software Inc.
Israel	BLUE MARTINI	Registered	142520	9/28/00	Blue Martini Software Inc.
Israel	BLUE MARTINI	Registered	142521	9/28/00	Blue Martini Software Inc.
Japan	BLUE MARTINI	Registered	4405982	8/4/00	Blue Martini Software Inc.
Mexico	BLUE MARTINI	Registered	680679	10/3/00	Blue Martini Software Inc.
Mexico	BLUE MARTINI	Registered	685816	9/7/00	Blue Martini Software Inc.

Blue Martini Trademark Security Agreement Schedules

Norway	BLUE MARTINI	Registered	213886	4/4/02	Blue Martini Software Inc.
Singapore	BLUE MARTINI	Registered	T00/17074 A	9/28/00	Blue Martini Software Inc.
Singapore	BLUE MARTINI	Registered	T00/17074 A	9/28/00	Blue Martini Software Inc.
South Africa	BLUE MARTINI SOFTWARE & Design	Pending	2003/13413	8/11/03	Blue Martini Software Inc.
South Africa	BLUE MARTINI SOFTWARE & Design	Pending	2003/13412	8/11/03	Blue Martini Software Inc.
South Africa	BLUE MARTINI	Pending	2003/13411	8/11/03	Blue Martini Software Inc.
South Africa	BLUE MARTINI	Pending	2003/13410	8/11/03	Blue Martini Software Inc.
South Korea	BLUE MARTINI	Registered	075656	5/8/02	Blue Martini Software Inc.
South Korea	BLUE MARTINI	Registered	0512434	2/14/02	Blue Martini Software Inc.
Switzerland	BLUE MARTINI	Registered	465,447	4/30/99	Blue Martini Software Inc.
Taiwan	BLUE MARTINI	Registered	170306	9/16/02	Blue Martini Software Inc.
Taiwan	BLUE MARTINI	Registered	1026343	12/16/02	Blue Martini Software Inc.
United Kingdom	BLUE MARTINI	Registered	2196371	5/4/99	Blue Martini Software Inc.
Venezuela	BLUE MARTINI	Registered	17955/00	Registered 6/28/02	Blue Martini Software Inc.
Venezuela	BLUE MARTINI	Registered	17956/00	Registered 6/28/02	Blue Martini Software Inc.

### Trade Names

Blue Martini Software

### Common Law Trademarks

None

### Trademarks Not Currently In Use

None



# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BMS MERGER CORPORATION", A DELAWARE CORPORATION,  
WITH AND INTO "BLUE MARTINI SOFTWARE, INC." UNDER THE NAME OF "BLUE MARTINI SOFTWARE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF MAY, A.D. 2005, AT 3 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



2981074 8100M

050393566

*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 3879143

DATE: 05-13-05

TRADEMARK  
REEL: 003128 FRAME: 0272

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:04 PM 05/13/2005  
FILED 03:00 PM 05/13/2005  
SRV 050393566 - 2981074 FILE

**CERTIFICATE OF MERGER  
MERGING  
BMS MERGER CORPORATION  
WITH AND INTO  
BLUE MARTINI SOFTWARE, INC.**

Pursuant to Section 251 of the General Corporation Law of  
the State of Delaware

Blue Martini Software, Inc. does hereby certify as follows:

**FIRST:** That the constituent corporations BMS Merger Corporation ("*Merger Sub*") and Blue Martini Software, Inc. (the "*Company*") were incorporated pursuant to the Delaware General Corporation Law (the "*DGCL*").

**SECOND:** That an Agreement and Plan of Merger dated February 28, 2005 (the "*Merger Agreement*"), setting forth the terms and conditions of the merger of Merger Sub with and into the Company (the "*Merger*"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the DGCL.

**THIRD:** That the Company shall be the surviving corporation after the Merger (the "*Surviving Corporation*"). The name of the Surviving Corporation shall be Blue Martini Software, Inc.

**FOURTH:** That the Certificate of Incorporation of the Surviving Corporation, with such amendments as are effected by the Merger, is attached to this Certificate of Merger as **Exhibit A**, and, as so amended, shall constitute the Certificate of Incorporation of the Surviving Corporation.

**FIFTH:** That an executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

Blue Martini Software, Inc.  
2600 Campus Drive  
San Mateo, California 94403

**SIXTH:** That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

**SEVENTH:** That the Merger shall become effective as of 4:00 p.m., Delaware time, on May 13, 2005.

IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate of Merger to be executed in its corporate name as of this 13th day of May, 2005.

BLUE MARTINI SOFTWARE, INC.

By: /s/ Monte Zweben

Name: Monte Zweben

Title: Chairman and Chief Executive Officer

**EXHIBIT A**

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
BLUE MARTINI SOFTWARE, INC.**

**ARTICLE ONE**

The name of the corporation is Blue Martini Software, Inc.

**ARTICLE TWO**

The address of the corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, County of Kent, Delaware 19904. The name of its registered agent at such address is National Registered Agents, Inc.

**ARTICLE THREE**

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

**ARTICLE FOUR**

The total number of shares of stock which the corporation has authority to issue is one thousand (1,000) shares of Common Stock, par value one cent (\$0.01) per share.

**ARTICLE FIVE**

The corporation is to have perpetual existence.

**ARTICLE SIX**

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the corporation is expressly authorized to make, alter or repeal the by-laws of the corporation.

**ARTICLE SEVEN**

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the corporation may provide. The books of the corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Election of directors need not be by written ballot unless the by-laws of the corporation so provide.

### ARTICLE EIGHT

To the fullest extent permitted by the DGCL as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. If the DGCL is amended after the filing of the Certificate of Incorporation of which this ARTICLE EIGHT is a part to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of this ARTICLE EIGHT shall be prospective and shall not adversely affect any right or protection of a director of the corporation existing at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification at the time of such repeal or modification.

### ARTICLE NINE

The corporation expressly elects not to be governed by §203 of the DGCL.

### ARTICLE TEN

The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

S24163 v1/HN